

AGENDA

Major Projects Committee

July 9, 2009

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Gary Ovitt, Supervisor
County of San Bernardino

Rhodes "Dusty" Rigsby,
Mayor Pro Tem
City of Loma Linda

Vice-Chair

Bea Cortes, Council Member
City of Grand Terrace

Dennis Yates, Mayor
City of Chino

Paul M. Eaton, Mayor
City of Montclair

Ed Scott, Council Member
City of Rialto

Gwenn Norton-Perry, Council Member
City of Chino Hills

Alan Wapner, Council Member
City of Ontario

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Diane Williams, Council Member
City of Rancho Cucamonga

Neil Derry, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Josie Gonzales, Supervisor
County of San Bernardino

Larry McCallon, Council Member
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

**July 9, 2009
9:00 a.m.**

**LOCATION:
Santa Fe Depot
*The Super Chief Room***

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of July 9, 2009 Pg. 8

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 10

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Consent Calendar Cont...

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP, and Riverside Construction Co.** Pg. 14

Review and ratify change orders. **Garry Cohoe**

Discussion Calendar

4. **Major Projects Quarterly Project Status Briefing** Pg. 21

Receive the Major Projects Project Status Briefing **Garry Cohoe**

5. **Contract with Chad Costello** Pg. 23

Approve Contract No. C10006 with Chad Costello for Project Management Services for an amount not to exceed \$300,000. **Garry Cohoe**

6. **Interstate 215 Segments 1 and 2 in the City of San Bernardino** Pg. 31

Allow Construction Contract No. C09-196 to proceed directly to Board for award without additional Committee approval. **Garry Cohoe**

7. **I-10/Riverside Avenue Interchange Project** Pg. 33

1. Approve the I-10/Riverside Avenue Interchange Plans, Specifications, and Estimates (PS&E) package, and

2. Authorize the Director of Freeway Construction to advertise for Construction Bids for the I-10/Riverside Avenue Interchange project
Garry Cohoe

8. **Hunts Lane/UPRR Grade Separation Project** Pg. 35

Approve a pipeline relocation Agreement No. C10005 with SFPP, L.P, for the final design and construction relocation of Kinder Morgan's existing petroleum product pipeline for a value of \$1,451,307. **Garry Cohoe**

9. **SR-210 Segment 4 Landscape Plant Establishment** Pg. 41

Award construction contract No. C09203 in the amount of \$224,783.70 to America West Landscape, Inc. for SR-210 Segment 4 Landscape Plant Establishment and authorize expenditure of funds in the amount of \$42,476.30 for supplemental funds and contingencies. **Garry Cohoe**

10. SR-210 Muscoy Underpass Retrofit Project

Pg. 50

Approve Amendment No. 2 with RMA Group to extend the end date of Contract A03015-01 from June 30, 2009 to February 26, 2010.

Garry Cohoe

11. Additional Items from Committee Members

12. Brief Comments by General Public

13. Director's Comments

14. Acronym Listing

Pg. 55

ADJOURNMENT

**The next Major Projects Committee
Meeting is August 13, 2009.**

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: July 9, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	07-095	Atkinson Contractors, LP Scott Lyon Kent Reiman	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (Cont.)	07-095	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt
3-B	C08004	Riverside Construction Co. <i>George J. Olivo</i>	ACL Construction Area West Fence American Steel Placer Avar Consruction Calmex Engineering CP Construction Foundation Pile Inc. Marina Landscape
5	C10006	Chad Costello <i>Chad Costello</i>	None
8	C10005	SFPP, L.P. (Operating Partner of Kinder Morgan) <i>G.T. Reed</i>	None
9	C09203	America West Landscape, Inc. <i>Duane Groen</i> <i>Roy Anthony</i>	None
10	A03015-02	RMA Group <i>Ed Lyon</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X			X	X						
John Pomierski City of Upland	X	X	X	X	X	X						
Paul Biane Board of Supervisors	X		X	X	X	X						
Kelly Chastain City of Colton	X	X	X	X	X	X						
Rhodes “Dusty” Rigsby City of Loma Linda	X	X	X		X							
Bea Cortes City of Grand Terrace	X	X		X	X	X						
Pat Gilbreath City of Redlands	X	X	X	X	X	X						
Josie Gonzales Board of Supervisors			X			X						
Neil Derry Board of Supervisors		X	X	X	X	X						
Larry McCallon City of Highland	X	X		X	X	X						
Patrick Morris City of San Bernardino	X	X	X	X	X	X						
Gwenn Norton-Perry City of Chino Hills			X									
Mark Nuaimi City of Fontana	X	X	X	X	X	X						
Gary Ovitt Board of Supervisors					X	X						

X = Member attended meeting.
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Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X	X	X	X						
Ed Scott City of Rialto	X	X		X	X							
Alan Wapner City of Ontario	X	X	X	X	X	X						
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X						
Dennis Yates City of Chino	X	X		X		X						

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X		X	X		X	X		X	X	X
John Pomierski City of Upland	X	X	X	X	X	X		X	X	X	X	X
Paul Biane Board of Supervisors	X	X	X		X	X						
Kelly Chastain City of Colton	X	X	X	X	X		X	X	X	X	X	X
Robert Christman City of Loma Linda	X	X	X	X	X	X						
Rhodes "Dusty" Rigby City of Loma Linda							X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X		X	X	X	X	X
Pat Gilbreath City of Redlands	X	X		X	X	X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X			X	X	X
Dennis Hansberger Board of Supervisors		X	X	X		X	X		X	X	X	
Neil Derry Board of Supervisors												
Larry McCallon City of Highland		X	X		X		X		X	X		X
Patrick Morris City of San Bernardino		X	X	X	X	X		X		X	X	X
Gwenn Norton-Perry City of Chino Hills				X								X

X = Member attended meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors				X	X		X		X			X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X		X	X	X
Grace Vargas City of Rialto	X				X	X	X	X		X	X	X
Paul Leon City of Ontario	X	X		X	X	X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X			X	X	X	X	X	X	X

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: July 9, 2009

Subject: Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP, and Riverside Construction Co.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's twelve on-going construction contracts, two of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:

- A. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5th Street Overcrossing project: CCO No. 1, Supplement 4 (\$6,043.52 increase to provide additional funds for traffic control and extra work required for public convenience); and CCO No. 9, Supplement 1 (\$10,250.00 increase to provide additional funds for procuring and installing pedestrian pushbuttons and mast arms).
- B. CN C08004 with Riverside Construction Co. for construction of the Ramona Avenue/UPRR Grade Separation project: CCO No. 1, Supplement 1 (\$10,000.00 increase to install additional temporary lighting at the south corner of Brooks Street and Kimberly Avenue, to meet Southern California Edison requirements); CCO No. 11 (\$8,500.00 increase to install temporary water services to the Auto Repair businesses, due to the relocation of the existing 20" water line in Ramona Avenue); CCO No. 12 (\$6,912.00 increase to construct an

Approved
Major Projects Committee

Date: July 9, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Major Projects Agenda Item

July 9, 2009

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additional drainage system, including a new catch basin and revised curb elevation, on Ramona Avenue at west of Dale Street); and CCO No. 15 (\$35,240.00 increase to abandon an 8" water line at Brooks Street and Ramona Avenue; to relocate a 12" water line at State Street and Ramona Avenue; and to remove a 10' x 15' underground water valve vault that is inside the footing area for Abutment #4).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 838 and TN 872.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

I-215 FIFTH ST OC
CONTRACT No. C07-095

(Updated: 6/24/2009)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR	CT	SANBAG	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>													
						\$1,858,324.55							
1	TRAFFIC CONTROL	EWFA	0	\$50,000.00		Billings Paid	Balance Remaining		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$50,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$25,000.00	0.30%	\$50,000.00	\$1,808,324.55		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$25,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.15%	\$75,000.00	\$1,798,324.55		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$10,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.06%	\$85,000.00	\$1,773,324.55		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$10,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$6,043.52	0.06%	\$95,000.00	\$1,763,324.55		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$6,043.52	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0	\$6,043.52	0.04%	\$4,274.64	\$1,768.88		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$101,043.52	\$1,757,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
2	SWPPP MAINTENANCE	EWFA	0	\$20,000.00	0.12%	\$14,949.45	\$5,050.55		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$121,043.52	\$1,737,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL	EWFA	0	\$25,000.00	0.15%	\$25,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$15,000.00	\$1,712,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL - ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.09%	\$15,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$20,000.00	\$1,697,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL - ADDITIONAL FUNDS	EWFA	0	\$20,000.00	0.12%	\$18,731.78	\$1,268.22		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$181,043.52	\$1,677,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
4	UTILITY CONFLICTS	EWFA	0	\$25,000.00	0.15%	\$25,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$206,043.52	\$1,652,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.06%	\$9,862.54	\$137.46		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$226,043.52	\$1,632,281.03		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0	\$34,925.10	0.06%	\$34,925.10	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$7,500.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
5	RETAINING WALL CHANGES - ABUTMENT 6 NORTH	ITEM EWFA APLS Adj. Comp	0	\$584.61	-0.15%	\$584.61	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$25,447.21	\$1,657,728.24		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
5	RETAINING WALL CHANGES - ABUTMENT 6 NORTH - ADDITIONAL FUNDS	EWFA	0	\$1,199.61	0.01%	\$1,199.61	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$201,795.92	\$1,656,528.63		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
6	ANCHOR BOLT SPEC CHANGE	NCNC	0	\$0.00	0.00%	\$0.00	\$0.00		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented
(S)						\$201,795.92	\$1,656,528.63		02/12/07	02/15/07	02/17/07	02/15/07	Approved & Implemented

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT		SANBAG		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
7	LOWER DRAINAGE INLETS OF DS 4 & 6	EWFA	0	\$20,000.00		\$20,000.00	\$0.00	100207	100307	100207	100307	10/03/07	10/03/07	10/03/07	10/03/07	Approved & Implemented
		ITEM		-\$7,000.00		\$3,000.00	\$0.00					(Email)	(Email)			
		ITEM		\$3,000.00		\$217,795.92	\$1,640,528.63			100307	<< Approved Copies					
				\$18,000.00	0.10%											
7 S-1	DRAINAGE RELOCATIONS - ADDITIONAL FUNDS	EWFA	0	\$15,000.00		\$15,000.00	\$1,738.15	04/22/08	N/A	N/A	N/A	N/A	04/22/08		04/22/08	Approved & Implemented
				\$15,000.00	0.09%		\$1,625,528.63									
8	RETAINING WALL CHANGES - ABUTMENT 8 SOUTH	EWFA	0	\$5,000.00		\$5,000.00	\$3,171.28	04/14/08	04/15/08	04/21/08	02/29/08	02/29/08	04/22/08	04/22/08	04/22/08	Approved & Implemented
		ITEM		-\$108,730.40		\$0.00	\$0.00					(Email)	(Email)			
				-\$103,730.40	-0.62%		\$1,779,259.03		04/23/08	<< Approved Copies						
9	MAST ARMS	EWFA	0	\$40,000.00		\$40,000.00	\$0.00	12/14/07	12/14/07	01/15/08	12/14/07	12/14/07	01/15/08	01/15/08	01/15/08	Approved & Implemented
				\$40,000.00	0.24%		\$1,669,259.03					(Email)	(Email)			
9 S-1	MAST ARMS	EWFA	0	\$10,250.00		\$10,250.00	\$1,496.70					(Email)	(Email)			In Process
				\$10,250.00	0.06%		\$1,679,009.03		01/15/08	<< Approved Copies						
10	BOND CONNECTION FOR SCE	EWFA	0	\$2,500.00		\$2,500.00	\$983.18	06/04/08	06/04/08	06/17/08	06/04/08	06/04/08	06/18/08	06/18/08	06/18/08	Approved & Implemented
				\$2,500.00	0.02%		\$1,676,509.03					(Email)	(Email)			
11	SECTION 10-1.04 "ASPHALT CONCRETE" SPEC DELETION	NCNC	0	\$0.00		\$0.00	\$0.00	06/04/08	06/04/08	07/11/08	06/04/08	06/04/08	07/14/08	07/14/08	07/14/08	Approved & Implemented
				\$0.00		\$0.00	\$0.00					(Email)	(Email)			
12	RIGHT OF WAY DELAY - FREEWAY CLOSURE OF MAY 13, 2008	ADJ. COMP.	0	\$9,175.50		\$9,175.50	\$0.00	07/17/08	07/17/08	07/21/08	07/17/08	07/17/08	07/21/08	07/21/08	07/21/08	Approved & Implemented
				\$9,175.50	0.06%		\$1,667,333.53		07/25/08	<< Approved Copies						
13	ADDITIONAL TRAFFIC LOOPS	APLS	0	\$6,573.27		\$6,573.27	\$0.00	09/23/08	09/24/08	09/30/08	09/24/08	09/24/08	09/24/08	09/24/08	09/24/08	Approved & Implemented
				\$6,573.27	0.04%		\$1,660,760.26		10/06/08	<< Approved Copies						
14	AC Price Index Fluctuation	ADJ. COMP.	0	\$37,382.32		\$37,382.32	\$0.00	02/02/09	02/03/09	04/06/09			04/07/09	04/29/09	04/27/09	Approved & Implemented
				\$37,382.32	0.22%		\$1,623,377.94									
14 S-1	AC Price Index Fluctuation	ADJ. COMP.	0	\$5,828.71		\$5,828.71	\$2,454.00	05/15/09	05/15/09	05/19/09			05/20/09	05/26/09	05/26/09	Approved & Implemented
				\$5,828.71	0.04%		\$1,617,549.23		05/27/09	<< Approved Copies						
15	Remove and replace concrete curb and gutters	EWFA	0	\$10,000.00		\$10,000.00	\$0.00	03/19/09	03/19/09	04/06/09			04/07/09	04/29/09	04/27/09	Approved & Implemented
				\$10,000.00	0.06%		\$1,607,549.23		04/27/09	<< Approved Copies						
ITEM & CCO BALANCE: OVERRUN(-)/ UNDERRUN(+)																
>>&																

NOTES:

*** Includes Supplemental Funds & SANBAG Furnished Materials**

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 6/24/2009)

I-215 FIFTH ST OC
CONTRACT No. C07-095

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT		SANBAG		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK																
ITEM NO.						\$ Overrun	\$ Balance	CCO NO.		\$ Overrun		\$ Balance		Total Overrun		
							\$149,798.75					\$0.00		\$149,798.75		
2						\$220.00										
5						\$2,600.00										
6						\$7,873.00										
8						\$7,000.00										
15						\$691.25										
17						\$2,164.00										
20						\$600.00										
23						\$2,702.00										
29						\$1,500.00										
34						\$775.00										
39						\$29,475.00										
47						\$6,812.50										
48						\$11,200.00										
51						\$1,064.00										
59						\$24,360.00										
60						\$17,000.00										
61						\$100.00										
64						\$1,700.00										
92						\$120.00										
95						\$7,200.00										
96						\$20,800.00										
97						\$2,040.00										
99						\$240.00										
104						\$60.00										
116						\$1,160.00										
117						\$170.00										
122						\$172.00										

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated:06-22-09)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT/FHWA Concurrence TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																
						\$868,000.80										
1	Installing Temporary Street Lighting on Kimberly Ave. Extend the existing 2" SL	LS	0	\$14,064.81					1/28/09	1/23/09			1/28/09	2/3/09	2/3/09	Approved & Implemented
1 SUPPL #1	Installing additional Temporary Street Lighting on Kimberly Ave.	EWAF	0	\$14,064.81	0.16%	\$14,064.81	\$ 853,935.99		5/21/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
				\$10,000.00						<< Approved Copies						
2	Compensating the Contractor for additional work to be performed on Kimberly AVE	EWFA ITEM	0	\$10,000.00	0.12%	\$24,064.81	\$ 843,935.99		3/19/09	3/10/09			3/9/09	3/23/09	3/24/09	Approved & Implemented
				\$19,600.00						<< Approved Copies						
3	Compensating the Contractor for additional work to be performed on State Street extend the limit of	ITEM EWFA	0	\$61,630.00	0.23%	\$43,744.81	\$ 824,255.99		2/25/09	3/10/09			3/9/09	3/24/09	3/24/09	Approved & Implemented
				\$61,630.00						<< Approved Copies						
4	An alignment conflict, not identified on the contract plan sheet 12 of 36. 24" RCP S/D	EWFA	0	\$3,046.41	0.71%	\$105,374.81	\$ 762,625.99		3/19/09	3/10/09			3/4/09	3/11/09	3/24/09	Approved & Implemented
				\$3,046.41						<< Approved Copies						
5	Compensating the Contractor for delay Cost. An Unidentified and unmarked 2" steel line.	EWFA	0	\$835.24	0.04%	\$108,421.22	\$ 759,579.56		3/19/09	3/10/09			3/4/09	3/24/09	3/24/09	Approved & Implemented
				\$835.24						<< Approved Copies						
6	Modifying 24" Storm Drain on Ramona Ave and Dale Street.	ITEM	0	\$13,549.10	0.01%	\$109,256.46	\$ 758,744.34		3/17/09	3/16/09			3/9/09	3/24/09	3/24/09	Approved & Implemented
				\$13,549.10						<< Approved Copies						
6 SUPPL #1	Modifying the Catch Basin # 4 on Ramona & constructing junction structure at 26+89	ITEM EWFA	0	\$7,000.00	0.12%	\$105,707.36	\$ 762,293.44		6/9/09	6/11/09			3/4/09	3/24/09	3/24/09	Approved & Implemented
				\$3,000.00						<< Approved Copies						
7	Realignment of the 8" sewer line at Dale Street.	ITEM	0	\$544.00	0.12%	\$105,707.36	\$ 762,293.44		3/19/09	3/10/09			3/9/09	3/24/09	3/24/09	Approved & Implemented
				\$544.00						<< Approved Copies						
8	Final Changes of 30" waterline at Dale & Camulos	LS ITEM	0	\$77,235.07	-0.01%	\$105,163.36	\$ 772,837.44		4/2/09	4/2/09			4/6/09	4/7/09	4/7/09	Approved & Implemented
				\$77,235.07						<< Approved Copies						
9	Compensating Contractor for an additional 30" Butterfly Valve.	ITEM	0	\$24,000.00	0.89%	\$182,398.43	\$ 695,602.37		3/18/09	3/18/09			3/9/09	3/24/09	3/24/09	Approved & Implemented
				\$24,000.00						<< Approved Copies						
10	Construct vertical offset to existing 30" water line.	EWLS EWFA	0	\$65,128.59	0.28%	\$206,398.43	\$ 671,602.37									Implemented
				\$20,620.00												
11	Temporary water services to auto repair businesses	EWFA	0	\$85,748.59	0.98%	\$292,147.02	\$ 585,853.78		5/29/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
				\$8,500.00						<< Approved Copies						
12	Additional drainage system on Ramona West of Dale	EWFA ITEM	0	\$16,000.00	0.10%	\$300,647.02	\$ 577,353.78		5/29/09	5/28/09			6/11/09	6/18/09	6/18/09	Approved & Implemented
				\$8,912.00						<< Approved Copies						
13	Utility Opening On Bridge	EWFA	0	\$0.00	0.00%	\$307,559.02	\$ 570,441.78									
				\$0.00						<< Approved Copies						
14	Modify the 24" Sewer Line & Manholes At Ramona and State	EWFA ITEM	0	\$69,000.00	0.46%	\$347,759.02	\$ 530,241.78		5/7/09	5/7/09			6/4/09	6/18/09	6/18/09	Approved & Implemented
				\$110,000.00						<< Approved Copies						
15	Abandon 8" water line on Brooks Street, remove 2 fire hydrants and 3 meters	EWFA	0	\$35,240.00	0.41%	\$382,999.02	\$ 495,001.78		5/29/09	5/28/09			6/4/09	6/18/09	6/18/09	Approved & Implemented
				\$35,240.00						<< Approved Copies						

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated:06-22-09)

(For use towards the job completion)

(For use towards the job completion)

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK					
ITEM NO.	\$ Overrun		CCO NO.	\$ Balance	
	This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form.				
				Total Overrun	\$0.00
As of Est. 9 /05/26/09).					
Prepared on 06/22/09.					

SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, ew/ba, ..)	
taken from OTHER ANTICIPATED COSTS in the Project Status form >>>	

06/25/2009

Minute Action

AGENDA ITEM: 4

Date: July 9, 2009

Subject: Major Projects Quarterly Project Status Briefing

Recommendation:* Receive the Major Projects Project Status Briefing

Background: The Major Projects, Quarterly Project Status Briefing report for the period of April 2009 through June 2009 is a high level summary of relevant project information. SANBAG staff would like to highlight the following for this period.

1. **I-215 Segments 1 and 2** – Final design was approved in April by FHWA. Funding was obligated for the construction of this project using available Federal Stimulus money and other Federal, State, and local sources. In May, the advertising period started for this project with bid opening scheduled for July 23, 2009.
2. **I-215 Segment 5/SR 210 Connectors** – Final design was approved in April. Funding was approved by the California Transportation Commission (CTC) in April, and the approval of State Bonds occurred. In May, the advertising period started for this project with bid opening scheduled for late August, 2009.
3. **The I-10/Live Oak Interchange** – This interchange was completely opened for traffic and a ribbon cutting ceremony was held in May, 2009. Final project work and close-out activities are currently underway.

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Each quarter the Major Projects, Quarterly Project Status Briefing report will be updated in an effort to provide project status and visibility of SANBAG's infrastructure investment to the Board.

Financial Impact: No financial impact, information only.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: July 9, 2009

Subject: Contract with Chad Costello

Recommendation:* Approve Contract No. C10006 with Chad Costello for Project Management Services for an amount not to exceed \$300,000.

Background: **This is a new consultant service contract.** This contract is intended for project management services for our Major Projects with which Parsons is in conflict. Parsons recently was awarded our Program Management Contract, however, prior to the procurement of this contract Parsons was already included on other design contracts, specifically, I-10 HOV and I-10 Citrus & Cherry. To avoid a conflict of interest, Chad Costello an independent consultant, will be assigned as project manager reporting directly to SANBAG staff.

Chad Costello began assisting with the Major Projects Program when Fluor was unable to recruit the required staff. He is currently assigned to I-10/ Tippecanoe Interchange, Hunts Lane railroad grade separation, and assists in the Alternative Finance project. Chad's knowledge and experience has assisted in successfully moving these projects forward. Because his current assignments fall under the Program Management contract and will be assigned to the Parsons team, he is available to take on new assignments.

This contract with Chad Costello, a sole proprietor, will remain in effect until August 5, 2011, with the total compensation limited to \$300,000. Chad's hourly rate is \$120.

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Financial Impact: Item is consistent with Fiscal Year 2009/2010 budget. TN 815, 826, 850, and 860.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10006

by and between

San Bernardino Associated Governments

and

Chad Costello

for

Project Management Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # C10006 Vendor ID <u>CC31</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
--	---	--	--

Notes:

Original Contract: \$ <u>300,000</u>	Previous Amendments Total: \$ ____
Contingency Amount: \$ ____	Previous Amendments Contingency Total: \$ ____
	Current Amendment: \$ ____
	Current Amendment Contingency: \$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 300,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
815	5553	Measure I	1300	\$ 84,000
826	5553	Measure I	1300	\$ 84,000
850	5553	Measure I	1300	\$ 84,000
860	5553	Measure I	1300	\$ 48,000

Original Board Approved Contract Date: <u>8/5/09</u>	Contract Start: <u>8/5/09</u>	Contract End: <u>8/5/11</u>
New Amend. Approval (Board) Date: ____	Amend. Start: ____	Amend. End: ____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>2010</u> \$ <u>150,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>150,000</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 815, 826, 850, and 860If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes ____ %Task Manager: Garry CohoeContract Manager: Paula Beauchamp

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

CONTRACT NO. C10006

**SAN BERNARDINO ASSOCIATED GOVERNMENTS
and**

**Chad Costello
For**

Project Management Service

THIS CONTRACT is entered into this 5th day of August 2009 in the State of California by and between the San Bernardino Associated Governments, hereafter called "AGENCY", and Chad Costello, hereafter called "CONTRACTOR".

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Agency requires professional and consulting services with respect to providing Project Management services.

WHEREAS, CONTRACTOR has skills and knowledge necessary to provide such services to the Agency,

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **CONTRACTOR SERVICES**

CONTRACTOR shall, under the direction of SANBAG's Director of Freeway Construction or his designee, provide services and/or consulting with respect to project management. Working as an independent contractor, CONTRACTOR shall be responsible for the following tasks and projects:

Perform project management services for the delivery of various projects included in the Major Projects Program as assigned. This contractor shall not be considered an employee of SANBAG.

2. **TERM**

This Contract will commence on August 5, 2009, and remain in effect until August 5, 2011 or as terminated as thereafter provided.

3. **TERMINATION**

Termination for Convenience. AGENCY may terminate this CONTRACT at any time by serving thirty (30) day notice to this effect on CONTRACTOR. CONTRACTOR shall be paid its costs, including CONTRACT close-out costs, and profit on work

performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to AGENCY to be paid CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for same, and dispose of it in the manner AGENCY directs.

Termination for Cause. Additionally, in the event of misconduct or failure to perform required services, AGENCY may immediately terminate this CONTRACT by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the CONTRACT and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his/her sole discretion to give notice of termination on behalf of the AGENCY.

4. **COMPENSATION**

As compensation for services performed thereunder, Agency shall pay CONTRACTOR as follows:

- A. CONTRACTOR will bill Agency for hours of service during each billing period. A "billing period" under this Contract is hereby defined as one calendar month.
 - 1. Billing should be presented no later than 5 calendar days following the end of the billing period. CONTRACTOR shall keep detailed records of all hours of service during each month. CONTRACTOR shall not be entitled to any benefits, compensation or privileges not specifically mentioned herein.
 - 2. CONTRACTOR shall be paid at the rate of \$120 for each hour of service under this Contract. Total compensation under this contract is limited to a Not-to-Exceed amount of \$300,000. This payment shall constitute full compensation to CONTRACTOR.
- B. AGENCY shall review all billings submitted by CONTRACTOR for accuracy and process payment based thereon to CONTRACTOR in a timely manner.
- C. The foregoing payment and billing process may be changed by the Agency's Director of Finance if a more convenient process is deemed appropriate by such officer.
- D. No taxes will be withheld from CONTRACTOR'S payments since services are performed as an independent contractor. Contractor shall be responsible for all appropriate tax reporting as an independent contractor.

5. **INSURANCE**

Without in any way affecting the indemnity herein provided and in addition there to, CONTRACTOR shall secure and maintain throughout the term of the CONTRACT the following types of Insurance with limits as shown.

- A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises, Contractual Liability, Personal Injury Liability, Broad-From Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on occurrence form.
- B. Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in an aggregate written on an occurrence form.
- D. CONTRACTOR (not including sub-consultants) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this CONTRACT is executed until the completion of such services.
- E. Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.
- F. CONTRACTOR shall maintain Worker's Compensation Insurance with limits established and required by the State of California.

6. **INDEMNITY**

CONTRACTOR agrees to defend, indemnify and hold harmless the AGENCY, its officers, agents and employees from any claims, suits liabilities, penalties, fines or damages resulting from any negligent acts or omissions of CONTRACTOR, arising from or alleged to arise from the performance of this Contract.

7. **INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance of services or as to the manner, means and methods by which services are performed. All workers furnished by CONTRACTOR pursuant to this CONTRACT, and all representatives of CONTRACTOR shall be and remain employees of CONTRACTOR or of CONTRACTOR's sub-consultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

8. **AGENCY AUTHORITY**

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Freeway Construction, unless otherwise directed by AGENCY's Executive Director.

9. **AMENDMENTS**

CONTRACTOR agrees that any alterations, variations, modification, or waivers of the provisions of this CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required person.

10. **ASSIGNMENT**

This CONTRACT is not assignable by CONTRACTOR either in whole or in part without the prior written consent of AGENCY.

11. **DOCUMENTS AND DATA**

All plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this CONTRACT ("Documents and Data"), shall be made available to AGENCY at all times during this CONTRACT and shall become the property of AGENCY upon the completion of the term of this CONTRACT, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this CONTRACT, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

12. **GOVERNING LAW AND VENUE**

This CONTRACT shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this CONTRACT will be the San Bernardino District of San Bernardino County.

IN WITNESS THEREOF, the authorized parties have signed below.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

CHAD COSTELLO

Paul M. Eaton, President
SANBAG Board of Directors

Chad Costello

Approved as to From:

Jean-Rene Basle
SANBAG Counsel

Date: _____

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 6

Date: July 9, 2009

Subject: Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:* Allow Construction Contract No. C09-196 to proceed directly to Board for award without additional Committee approval.

Background: This is a new contract. SANBAG is currently advertising this project for bid, with bid opening scheduled for July 23, 2009. This contract will be awarded based on lowest responsive bid in accordance with established criteria. In addition, this contract will utilize Federal stimulus funding which is being requested to be used as expeditiously as possible. As a result, timely award and processing of the contract is extremely important. Staff requests that upon bid opening and verification of the lowest responsive bid, that the contract be awarded to the lowest responsive bidder at the earliest Board meeting after that. This will insure timely use of Federal stimulus funding and allow the execution of the contract and start of construction to occur at the earliest possible date. The draft contract is contained in the bid package which was approved by the Board at its May, 2009 meeting.

Upon bid opening, an evaluation of funding will be done comparing the actual bid amount with what was programmed. If the bids come in higher than what is programmed, additional funding will need to be approved by the Board. If the bids come in lower than what is programmed, some programmed funds can be removed, preferably funds which can most easily be utilized on other projects. At this point, based on the current level of interest in the project and market conditions, a bid at or below the current estimate is anticipated.

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Major Projects Agenda Item
July 9, 2009
Page 2

Financial Impact: Item is consistent with current Fiscal Year 2009/2010. Construction funds will also need to be included in future year budgets. TN 838

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: July 9, 2009

Subject: I-10/Riverside Avenue Interchange Project

- Recommendation:***
1. Approve the I-10/Riverside Avenue Interchange Plans, Specifications, and Estimates (PS&E) package, and
 2. Authorize the Director of Freeway Construction to advertise for Construction Bids for the I-10/Riverside Avenue Interchange project

Background: Approval of the recommendations will allow the advertisement for construction bids for the I-10/Riverside Avenue interchange project upon receiving authorization to utilize federal funds from the Federal Highway Administration (FHWA).

The environmental document for the project was certified by Caltrans in March 2009. The Plans, Specification & Estimates (PS&E) package was certified by Caltrans in May 2009. The Right of Way certification was delayed due to a lengthy negotiation process between the City of Rialto (City), a land owner (Thrifty Oil), and tenant (ARCO) where a Temporary Construction Easement (TCE) was required. Further subsequent review of the design plans indicated that even though not preferable, the project can be constructed without the TCE. The elimination of the TCE allowed the project to receive Right of Way Certification on June 24, 2009.

In April 2009, Caltrans was able to allocate state funds for project construction through the California Transportation Commission (CTC). CTC allocation was a condition for this project to be included in the purchase of State General Obligation

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Private Placement Bonds. The CTC obligation of state funds requires the construction contract be awarded within 6 months, as such the construction contract must be awarded by no later than October 15, 2009. The delay in obtaining agreement with the gas station property owner discussed above has delayed obtaining the right-of-way certification resulting in delaying the advertisement of this project. Caltrans and Federal Highways Authority (FHWA) are working with us to allow the advertisement of the project in August resulting in the October 15, 2009 date being met. While it is our intent to meet this date, any unanticipated issues could cause further delay resulting in this date not being met. For this reason, we are going to August 2009 CTC meeting requesting an extension for the construction award date deadline.

Financial Impact: This item is consistent with the current fiscal year budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009

Responsible Staff: Garry Cohoe, Director of Freeway Construction

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 8

Date: July 9, 2009

Subject: Hunts Lane/UPRR Grade Separation Project

Recommendation:* Approve pipeline relocation Agreement No. C10005 with SFPP, L.P, for the final design and construction relocation of Kinder Morgan's existing petroleum product pipeline in the amount of \$1,451,307.

Background: **This is a new contract.** SANBAG is nearing completion of the Plans, Specifications and Estimates (PS&E) phase of the Hunts Lane grade separation over Union Pacific Rail Road (UPRR) in the Cities of Colton and San Bernardino. Per the design, the proposed southern abutment of the grade separation structure interferes with an existing 20" petroleum product pipeline. To facilitate construction of the proposed bridge, the pipeline must be relocated to eliminate the conflict. The length of existing pipeline that needs to be relocated is entirely within an easement held by the pipeline owner, Kinder Morgan, in UPRR right of way. Accordingly, the relocation costs are the responsibility of SANBAG as the project proponent.

SANBAG's design consultant on the PS&E package coordinated with Kinder Morgan to identify the pipeline conflict and propose a suitable relocation. On

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

April 2, 2008, the SANBAG Board authorized the start of the utility relocations. On June 3, 2009, the board approved \$477,000 for utility relocation design. From the \$477,000 allocated to utility relocation design, \$66,611.70 has been paid to Kinder Morgan for preparing the preliminary relocation plans. The preliminary relocation plans were approved by SANBAG's design consultant, allowing the final design to commence.

The subject pipeline relocation agreement is to define the responsibilities of the parties for final engineering and construction of the pipeline relocation, and to authorize budget expenditure for deposit with SLPP. The deposit includes the estimated costs for final engineering design, construction, inspection, labor, administrative overhead and procurement of pipeline materials and a construction contractor. The cost estimate provided by SFPP includes a 10% contingency. The total estimated cost is \$1,451,307, which includes \$361,185 for materials, engineering and labor, and \$1,090,122 for construction. Backup documentation for SFPP's cost estimate is included with the attached draft agreement. The final agreement will be reviewed and approved as to form by SANBAG council prior to presentation to the Board for approval.

As the requested budget is for a deposit to SFPP for reimbursement of estimated costs, SANBAG would be due a refund following relocation of the pipeline if SFPP's actual costs are less than their estimated costs. Likewise, if the actual costs are more than the estimated costs, SFPP will invoice SANBAG for the difference following completion of the pipeline relocation.

Financial Impact: The action is consistent with the 2009/10 Fiscal Year Budget, TN 870.

Reviewed By: This item has will be reviewed by the Major Projects Committee during the July 9, 2009 meeting. SANBAG Counsel has reviewed and approved the draft agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10005

by and between

San Bernardino County Transportation Authority

and

SFPP, L.P.

for

Agreement for Hunts Lane/UPRR Grade Separation Kinder Morgan Pipeline Relocation**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Cooperative Agreement specifies reimbursement for consultant sewer relocation work

Original Contract:	\$ <u>1,451,307</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →**\$ 1,451,307**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
870	5580	TCRP	0272	\$ 1,451,307
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 08/05/09 Contract Start: 08/05/09 Contract End: 08/05/12

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>1,451,307</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 870If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____%Task Manager: Garry CohoeContract Manager: Scott Neff

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

C10005
TN 870

DRAFT #2

PIPELINE RELOCATION AGREEMENT

This Pipeline Relocation Agreement (this "*Agreement*") is entered into as of _____, 2009, by and between the San Bernardino Associated Governments ("*SANBAG*") and SFPP, L.P., a Delaware limited partnership ("*SFPP*"), with reference to the following facts:

- A. SFPP owns, operates and maintains one 20" petroleum product pipeline and related appurtenances (the "*Pipeline*") located in Union Pacific Railroad right of way at the proposed Hunts Lane/Union Pacific Railroad Grade Separation Project, Colton/San Bernardino, California.
- B. SANBAG is proposing that SFPP relocate a portion of the Pipeline to facilitate construction of the Grade Separation (the "*Project*").
- C. SFPP agrees to relocate a portion of the Pipelines to facilitate the Project, provided that SANBAG agrees to pay all costs relating to such relocation.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, SFPP and SANBAG hereby agree as follows:

1. Pipeline Relocation Work. SFPP will review the Project drawings, provide field inspection as needed during SANBAG's other construction activities near the Pipeline, and relocate those portions of the Pipeline within the Project area as more specifically described on Exhibit A (collectively, the "*Pipeline Relocation Work*"). SFPP will conduct the Pipeline Relocation Work in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, rules and regulations.

2. Notification Prior to Construction Activities Near the Pipeline. **If any activities to be undertaken by SANBAG require any sampling, boring, excavation, ditching or other disruption of the soil or subsurface near the Pipelines, SANBAG shall provide written notice to SFPP at least 10 days prior to commencing such activity.**

3. Timing of Pipeline Relocation Work. SFPP intends to commence the Pipeline Relocation Work within 60 days after it has received a written notice to proceed from SANBAG along with a deposit (the "*Deposit*") for the full amount of the estimated Material, Engineering, Company Labor, Inspection, and the associated Contingency and Administrative Overhead costs of the Pipeline Relocation Work. Neither party to this Agreement shall be responsible to the other for damages resulting from delays in the performance of obligations hereunder resulting from action of the elements, fire, flood, "Acts of God", strikes, lockouts, permit delays or any other such causes beyond said parties' reasonable control.

4. Reimbursement for Costs. SANBAG shall pay SFPP the actual cost of the Pipeline Relocation Work and related costs associated with the Project, plus SFPP's normal additives for reimbursable projects (collectively, the "*Actual Cost*"). SFPP estimates that the cost of the Pipeline Relocation Work will be \$1,451,307 (the "*Estimated Cost*"), including but not limited to (i) engineering consultant charges, (ii) equipment and materials, (iii) contracted engineering, construction, and inspection work related to the Project, (iv) company labor and company engineering (including 42% for labor additives), and (v) 19.4% for administrative overhead costs.

Pipeline Relocation Agreement
Page Two

Payment of the Deposit for the estimated Material, Engineering, Company Labor, Inspection, and the associated Contingency and Administrative Overhead costs must be received by SFPP prior to performance of any Pipeline Relocation Work under this Agreement. The Deposit should be made payable to SFPP, L.P. Payment of the Deposit for the Contract Labor and the associated Contingency and Administrative Overhead costs must be received by SFPP prior to SFPP awarding the contract for the pipeline relocation work. When the final accounting of the Actual Cost of the Pipeline Relocation Work is completed, SFPP will submit an itemized billing to SANBAG for review, together with either: (i) an invoice, to the extent the Actual Cost exceeded the Estimated Cost; or (ii) a check from SFPP, to the extent the Estimated Cost exceeded the Actual Cost. If the Actual Cost was greater than the Estimated Cost, SANBAG shall pay SFPP the invoiced amount within 30 days after receipt of such invoice from SFPP. SFPP shall maintain records for 3 years of the actual costs incurred and charged or allocated to the Pipeline Relocation Work in accordance with generally accepted accounting principles.

5. Entire Agreement. This Agreement contains the entire agreement between SANBAG and SFPP with respect to the Pipeline Relocation Work in connection with the Project. The parties expressly agree that this Agreement shall not in any way alter, modify or terminate any provision of SFPP's easement in connection with the Pipelines.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first written above.

San Bernardino Associated Governments

By: _____

Name: _____

Title: _____

SFPP, L.P.

By: _____

Name: _____

Title: _____

H:\GTR\AGMTS\PLReloc-HuntsLane2

C10005
TN 870

Exhibit A

Description of Portion of the Pipeline to be Relocated within the Project Area

[To come]

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: July 9, 2009

Subject: SR-210 Segment 4 Landscape Plant Establishment

Recommendation:* Award construction contract No. C09203 in the amount of \$224,783.70 to America West Landscape, Inc. for SR-210 Segment 4 Landscape Plant Establishment and authorize expenditure of funds in the amount of \$42,476.30 for supplemental funds and contingencies.

Background: This is a new contract awarded on the competitive low bid process. As such, conflict of interest is not applicable. SANBAG opened bids for the SR-210 Segment 4 (Carnelian Avenue to Milliken Avenue) Landscape Plant Establishment project on June 25, 2009. This project is a follow up to the SR-210 Segment 4 Landscaping Construction project, which constructed the landscaping improvements and provided one year of plant establishment. Per the approved cooperative agreement for the landscaping project, three years of plant establishment is required before Caltrans will take over the maintenance. Not including the additional two years of plant establishment in the construction contract results in a savings due to the lower prevailing wages required for a plant establishment contract versus a construction contract and the release of the higher construction bond amount two years earlier.

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0907j-gc.doc
Attachment: C09203
TN 824

SANBAG received two (2) bids from prime landscape contractors. The low bid of \$224,783.70 was submitted by America West Landscaping, Inc. and the other bid of \$231,301.00 was submitted by Pacific Restoration Group, Inc. The low bid is 11.8% lower than the Engineer's Estimate of \$255,000.00 and does not include contingencies or supplemental funds.

The expenditure request of \$267,260 includes the base contract amount, supplemental funds and 10% contingency. Please see Attachment "A" for a breakdown of costs.

Following bid opening, staff reviewed the two bids and determined that America West Landscape, Inc. submitted the lowest responsible bid in accordance with the requirements of the contract.

Financial Impact: Approval of contract C09203 is consistent with the 2009/10 Fiscal Year Budget, TN 824.

Reviewed By: This item will be reviewed by the Major Projects Committee during the July 9, 2009 meeting. Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09203

by and between

San Bernardino Associated Governments

and

America West Landscape, Inc.

for

Establishing Existing Planting Work on SR-210, Segment 4

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: _____	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input checked="" type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ 224,783.70	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ 42,476.30	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → **\$ 267,260.00**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
824	5553	Measure I	I300	\$ 150,000.00
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: _____	Contract Start: _____	Contract End: _____
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 2009/10 \$ 150,000	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ 117,260
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 824

If no, has the budget amendment been submitted? ☐ Yes ☐ No

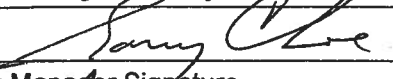
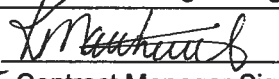
CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: Garry Cohoe	Contract Manager: Sagar Pandey
----------------------------------	---------------------------------------

 Task Manager Signature	 Contract Manager Signature
Date 7/1/09	Date 7/1/09


 Chief Financial Officer Signature

Date 7/1/09

SAN BERNARDINO ASSOCIATED GOVERNMENTS
State Highway 210
In the City of Rancho Cucamonga, California
ESTABLISH EXISTING PLANTING
Contract No.: 09-203
Bid Opening: June 25, 2009

THIS AGREEMENT, made and concluded, in duplicate, between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and America West Landscape, Inc. (referred to hereinafter as "Contractor").

ARTICLE I.---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by either AUTHORITY or the State of California, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Highway Construction Project Notice to Contractors and Special Provisions dated June 2, 2009 for the work to be done are entitled:

FOR ESTABLISH EXISTING PLANTING WORK ON
State Highway 210
IN SAN BERNARDINO COUNTY
IN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA
(Segment 4)

ARTICLE II.---AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.---The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.---By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

INSERT BID SCHEDULE HERE

ARTICLE V.--- Contractor agrees to receive and accept the following prices as full compensation for(1) furnishing all materials and for doing all the work contemplated and embraced in this agreement;(2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ARTICLE VI.---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the Special Provisions.

ARTICLE VII.---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance – The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, Fluor Corporation, and City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, Fluor Corporation, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.--The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.--If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.--The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

BY: _____
Paul M. Eaton
President, AUTHORITY Board of Directors

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

BY: _____
Jean-Rene Basle
AUTHORITY Counsel

DATE: _____

CONTRACTOR:

BY: _____

DATE: _____

Licensed in accordance with an act providing for registration of contractors,

License No. _____

Federal Employer Identification Number _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: July 9, 2009

Subject: SR-210 Muscoy Underpass Retrofit Project

Recommendation:* Approve Amendment No. 2 with RMA Group to extend the end date of Contract A03015-01 from June 30, 2009 to February 26, 2010.

Background: **This is an amendment to an existing contract.** The purpose of the amendment is to allow time to complete the materials testing work and other construction support tasks for the Muscoy Underpass Retrofit project. This amendment is only an extension of the contract period of performance and does not propose any changes to the contract amount.

On March 5, 2003, the SANBAG Board of Directors approved contract 03-015 with the RMA Group to provide construction related materials testing for SR-210 segments 9 through 11 and the I-10 eastbound Projects (I-10 eastbound Truck Climbing Lane and eastbound Mixed-Flow Lane addition).

The request for this amendment and extension of the period of performance for the above referenced contract is to allow the completion of the materials testing work for the Muscoy Underpass Retrofit work. The reasons for the delay of the Muscoy Underpass construction are largely due to the extensive coordination with the Burlington Northern Santa Fe (BNSF) that is required to begin construction activities. The requested extended timeframe through February 26, 2010 will allow time to complete the required materials testing and other materials related support tasks.

*

Approved
Major Projects Committee

Date: July 9, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Financial Impact: This contract does not include a modification of the contract amount.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 9, 2009.
SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-015-02

by and between

San Bernardino County Transportation Authority

and

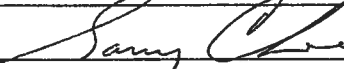


RMA Group

for

Materials Testing Services for SR-210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>03015</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>RMAG</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract:	\$ <u>6,874,513</u>	Previous Amendments Total:	\$ <u>1,484,284</u>
		Previous Amendments Contingency Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>0</u>	Current Amendment:	\$ <u>0</u>
		Current Amendment Contingency:	\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>8,358,797</u>
↓ Please include funding allocation for the original contract or the amendment.			
Task	Cost Code	Funding Sources	Grant ID
			Amounts
Original Board Approved Contract Date: <u>3/05/03</u> Contract Start: <u>3/05/03</u> Contract End: <u>5/05/07</u>			
New Amend. Approval (Board) Date: <u>8/05/09</u> Amend. Start: <u>8/05/09</u> Amend. End: <u>2/26/10</u>			
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year: ____ \$ ____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ ____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, which Task includes budget authority? ____			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %			
Task Manager: Garry Cohoe		Contract Manager: Sagar Pandey	

	<u>7/1/09</u>		<u>7-1-09</u>
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>7/1/09</u>		
Chief Financial Officer Signature	Date		

CONTRACT NO: 03-015

Amendment No. 2

Agreement By And Between

**San Bernardino
County Transportation Authority**

and

The RMA Group

This AMENDMENT No. 2 to CONTRACT No. 03-015 entered into this 5th day of August, 2009 by the firm of RMA Group Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. 03-015, has engaged the services of CONSULTANT to provide materials testing services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to extend the period of performance to complete the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, AUTHORITY desires to extend the period of performance with this Amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-015 as follows:

1. The period of performance under this Contract shall be extended to February 26, 2010.
2. Except as amended by this Amendment, all other provisions of Contract No. 03-015 and Amendment 03-015-01 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

The RMA Group

By: _____
Ed Lyon P.E., President

Date: _____

San Bernardino Associated Governments

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation

MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996